

**NOTE:**  
**Pre-Bid: 6/4/15**  
**Quest Due: 6/18/15**  
**Bid Open: 6/30/15**

# **PINAL COUNTY**

## **INVITATION FOR BIDS PACKET**



**P I N A L ♦ C O U N T Y**

*Wide open opportunity*

### **VOLUME I – BID DOCUMENTS**

**PROJECT TITLE: Pinal Airpark Runway 12-30 Rehabilitation and Repair**

**PROJECT NUMBER: #61790016**

**BIDDER'S NAME:** \_\_\_\_\_

Pinal County Department of Finance / Procurement Division  
P. O. Box 1348  
Administration Building - A  
31 North Pinal Street  
Florence, Arizona 85132



## INVITATION FOR BIDS

Project Title: **Pinal Airpark Runway 12-30 Rehabilitation and Repair**

Project Number: **#61790016**

Bid Number: **PW14-15-011**

Project Site: **Pinal Airpark located at 24641 East Pinal Airpark Road, Marana, AZ 85653.**

NOTICE IS HEREBY GIVEN THAT SEALED BIDS shall be received on the above-referenced Project by Pinal County, hereinafter "Pinal," at the office of the Pinal County Public Works Department, Pinal County Administration Building "F", P. O. Box 727, 31 North Pinal Street, Florence, Arizona, until **2:00 pm** (local time), according to the Pinal County Public Works Department's clock, on, **Tuesday, June 30, 2015** for the Scope of Work set forth below. No bids shall be received after this date and time.

**SCOPE OF WORK:** The Contractor shall furnish all labor, materials, and equipment, transportation, facilities, utilities and expertise for the rehabilitation of Runway 12-30 at Pinal Airpark to generally include asphalt concrete pavement milling, placement of new asphalt concrete pavement, and installation of new pavement markings. The work is to be accomplished, in a good and workmanlike and substantial manner, and to the satisfaction of Pinal County. This work shall be accomplished in accordance with the standards of the Industry in use at the time of the signing of this contract.

All Work shall commence within ten (10) calendar days from the issuance date of the written "Notice to Proceed" and be completed within **31 calendar days** from the "Notice to Proceed" (start of construction) date.

A **mandatory** pre-bid conference shall be held on **Thursday, June 4, 2015** at **10:00 am** (local time), located at the Pinal Airpark County office building located at 24641 East Pinal Airpark Road, Marana, AZ 85653. Any perceived or apparent omission or discrepancy in the Bid Documents may be presented at this pre-bid conference. Pinal may respond in the form of a written Addendum.

Questions shall be received in writing by **5:00 pm** (local time), according to the Pinal County Public Works Department's clock, on **Thursday, June 18, 2015** addressed to the Contracts Supervisor, at the Pinal County Finance Department, P.O. Box 1348, 31 North Pinal Street, Bldg. "A", Florence, AZ 85132 - phone: (520) 866-6009, fax: (520) 866-6899, or email [Gloria.bean@pinalcountyaz.gov](mailto:Gloria.bean@pinalcountyaz.gov). **Failure to use this single point of contact when submitting questions may cause your bid to be rejected.** Any answers or clarifications affecting the cost may be addressed to all bidders in an addendum. **Under no circumstances shall verbal interpretations or clarifications be given to individual contractors.**

Bids shall be publicly opened and publicly read on **Tuesday, June 30, 2015** at **2:00 pm** (local time), according to the Pinal County Public Works clock at the Office of the Pinal County Public Works Department in County Administration Building "F" South entrance, 31 North Pinal Street, Florence, Arizona 85132.

Bidders may purchase bidding documents at the Pinal County Development Services Counter, 31 N. Pinal Street, Building "F", (South Entrance), Florence, AZ 85132 for \$100.00 per set payable by Check, Money Order or Credit Card, Monday through Friday between 8:30 AM and 4:30 PM.

**Plan Holders List, Bid Schedule, and Addendum(s) shall be posted on the Pinal County Website, when available. The address is:**

**<http://pinalcountyz.gov/PublicWorks/BidsSolicitations/Pages/home.aspx>**

Bids shall be submitted on Bid forms provided by Pinal IN THE MANNER AND ACCORDING TO THE CONDITIONS SET FORTH IN THE INSTRUCTIONS TO BIDDERS. ALL REQUIRED DOCUMENTS SHALL BE SUBMITTED, AS SET FORTH IN THE INSTRUCTIONS TO BIDDERS, ACCOMPANIED BY A BID SECURITY AND OTHER REQUIRED DOCUMENTS, THE BID SHALL BE DEEMED TO BE NON-RESPONSIVE AND REJECTED. In accordance with A.R.S. § 34-201, as amended, every bid shall be accompanied by a Bid Security payable to Pinal County for ten percent of the amount of the total Bid Price by certified check or cashier's check drawn on a responsible bank doing business in the United States or by surety bond acceptable to Pinal and issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona in the form required by A.R.S. § 34-201, as amended, and executed by the bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The surety bond shall not be executed by an individual surety or sureties. No bid shall be considered unless it is accompanied by the required Bid Security. Return of the Bid Security shall be in the manner and according to the conditions set forth in the Instructions to Bidders.

AT THE TIME OF SUBMITTAL OF A SEALED BID, AND AT ALL TIMES DURING THE PERFORMANCE OF THIS CONTRACT, BIDDER SHALL BE LICENSED AS A GENERAL COMMERCIAL CONTRACTOR; ALL PROPOSED SUBCONTRACTORS MUST BE APPROPRIATELY LICENSED AS CONTRACTORS IN THE STATE OF ARIZONA FOR PERFORMING THE PORTION OF THE WORK FOR WHICH THEY ARE RESPONSIBLE. A copy or copies of all required licenses shall be submitted with the sealed bid. If Bidder or proposed subcontractor is not licensed prior to the bid submittal, the bid shall be deemed non-responsive and rejected.

Before any contract is executed by Pinal, the successful bidder shall obtain the required insurance and shall furnish to Pinal the required proof of insurance, including proof that additional insured is PINAL COUNTY, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICIALS, EMPLOYEES AND OFFICERS, and shall furnish to Pinal a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in the manner and pursuant to the conditions required by A.R.S. § 34-222 and acceptable to Pinal

within the time period set forth in the Bid Form. The bonds shall be issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and executed by the successful bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The bonds shall not be executed by an individual surety or sureties.

Every Bid shall constitute an offer to perform according to the terms, conditions, provisions and specifications of the Bid/Contract Documents and shall remain irrevocable and subject to acceptance for sixty (60) calendar days after the date for the opening of the bids.

Pinal reserves the right to accept or reject any and all bids, to accept or reject only part of a bid; - to reject all non-responsive or non-responsible bids; to advertise for new bids; to waive any and all formalities in a bid not involving price, time or changes in the Scope of Work or to disregard all non-conforming, non-responsive, unbalanced or conditional bids when it is considered to be in the best interests of Pinal; to withhold the award for any reason deemed suitable by Pinal and to cancel this Invitation for Bids at any time before the award of the contract by the Board of Supervisors of Pinal County, Arizona. Pinal also reserves the right to disqualify Bids, before or after the time of opening, upon evidence of collusion with the intent to defraud or other illegal practices by the Bidder.

The DBE goal for this project is 7.45% of the total amount bid. Based on the 9th Circuit Court Decision in Western States Paving Company vs. Washington State Department of Transportation, Pinal County has determined that it is appropriate to use a race/gender neutral goal. Pinal County encourages all bidders to take active race/gender neutral steps to include DBE's in this and other airport contracts. Race/gender neutral steps include: unbundling large contracts, subcontract work the prime contractor may self-perform, provide bonding or financing assistance, provide technical assistance, etc. This contract can be awarded without the lowest responsive bidder meeting the goal or demonstrating good faith effort to meet the goal. In the event of a conflict, the information contained in this paragraph takes precedence over other information presented in these specifications.

**Please note**, all contracts with Pinal are subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

DATED: \_\_\_\_\_

5/15/15



**Louis Andersen, Director  
Department of Public Works**

INV-3

(END OF SECTION)



## INSTRUCTIONS TO BIDDERS:

### **Pinal Airpark Runway 12-30 Rehabilitation and Repair Project #61790016**

To be considered, Bids shall be made in accordance with these Instructions to Bidders.

1. Submission of Bids. Bids shall be actually received by Pinal by the time and at the place indicated in the Invitation for Bids and shall: be enclosed in an opaque sealed envelope marked with the Project Title, Project Number, and name and address of the Bidder; and be accompanied by the Bid Security and other required documents. The complete Invitation for Bids, Volume I Packet, shall be submitted with a bid, (Volume II is not required to be submitted with the bid). Bids sent through the mail or by other delivery system shall be enclosed within a separate envelope with the notation on its face as follows:

**Sealed Bids for Pinal Airpark Runway 12-30 Rehabilitation and Repair, Project #61790016, Pinal County Arizona with the date and time of closing stated thereon and addressed to the Pinal County Development Services Department, Pinal County, Arizona.**

2. Description of Work. As set forth under Scope of Work ("Work") in the Invitation for Bids.
3. Procurement of Bid Documents.
  - 3.1 Copies of the Bid Documents may be obtained as set forth in the Invitation for Bids. The purpose of providing copies of Bid Documents is for obtaining bids on the Work and does not confer a license or grant for any other use.
  - 3.2 Complete sets of Bid Documents shall be used in preparing bids. Neither Pinal nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. Bidder shall take careful note of all Addenda issued for this Project.
  - 3.3 It shall be the responsibility of the bidder to determine, prior to the submittal of its bid, if any addenda have been issued for this Project. All addenda issued, if not already bound in the Invitation for Bid packet, shall be submitted by bidder with its bid and noted on the bid form by the Bidder. Bids which do not have all issued addenda attached and/or noted on the bid form by the Bidder shall be rejected by Pinal. Bidder may call Pinal County Department of Finance / Procurement in order to ascertain if addenda have been issued for this project.
4. **Bidder's Obligation to Examine Bid Documents and Investigate Prevailing Conditions.** **A Bidder has the obligation to be aware of the prevailing conditions before submitting a bid and is obligated to consider those conditions in fixing its Bid Price. The failure or omission of any Bidder to receive or examine the Bid Documents or to investigate prevailing conditions shall in no way relieve any Bidder from any obligation with respect to its bid.**

**No term, matter or condition that the Bidder could have discovered through an exercise of reasonable diligence shall constitute a basis for an allowance from or extra payment by Pinal. Before submitting a Bid, each Bidder shall:**

- 4.1 Consider federal, state and local laws, regulations and ordinances that may affect cost, progress, or performance of the Work.
- 4.2 Notify Pinal in writing of any conflict, error, inadequacy or discrepancy in the Bid Documents and request resolution or clarification thereof. No assumptions shall be made on the part of the bidder regarding conflicting or inadequate information in the Bid Documents regardless of past precedent or the bidder's experience with similar work.
- 4.3 Verify Bidder has received and considered any and all Addenda issued by Pinal County.
- 4.4 Agree that submission of a Bid shall constitute an incontrovertible representation by Bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work, that Bidder has complied with every obligation imposed on Bidder in these Bid Documents and that without exception the bid is based on performing the Work in accordance with the standards and specifications set forth in the Bid Documents and on such timetable as may be required by the Bid Documents, in exchange for the Bid Price without need or cause for delay or additional compensation arising from any matter that could have or should have been discovered by Bidder in the fulfillment of the obligations imposed herein.
- 4.5 Check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- 4.6 Examine thoroughly and familiarize itself with the Bid Documents (see definition under General Provisions and Specifications).
- 4.7 Become familiar with conditions under which the Work is to be performed, including but not limited to access, transportation/delivery routes, and traffic control, if applicable, weather conditions, and any other conditions and all other relevant matters that may affect cost, progress, performance of the Work and the required time for performing the Work.
- 4.8 At its own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions that may affect cost, progress, performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.9 Visit the site to become familiar with conditions under which the Work is to be performed concerning the site work, structure of the ground, obstructions which may be encountered, transportation access, drainage conditions, adjacent buildings,

any other visible condition and all other relevant matters that may affect cost, progress, performance or furnishing of the Work.

4.10 Study and carefully correlate Bidder's observations with the Bid Documents. Pinal shall not be responsible for any mistake or error made by Bidder nor shall any mistake or error constitute a basis for an allowance from or extra payment by Pinal.

4.11 At bidder's sole expense, provide any staging, storage, temporary construction facilities, and access thereto.

5. Preparation and Submittal of Bid.

**5.1 Each Bidder shall submit the entire properly completed Invitation for Bids Packet; accompanied by all Addenda issued by Pinal prior to receipt of bids; bid security; and copies of bidder's contractor licenses and subcontractors' contractor licenses, where applicable. All Addenda issued by Pinal prior to receipt of bids must be noted on the bid form by the Bidder.**

5.2 The Bidder's name shall be entered on the cover page and the required information, price and signature entered where specified on the Bid form. It is permissible to copy these forms as required. Facsimile bids, telegraphic bids or mailgrams shall not be considered.

5.3 The Bid form must bear an original ink signature by the person authorized to sign.

5.4 Erasures, interlineations or other modifications in the bid shall be initialed in original ink by the authorized person signing the Bid form.

5.5 Responding with a signed Bid shall constitute an irrevocable offer to perform the specified Work according to the provisions and specifications set forth in the Bid Documents.

5.6 All blanks on the Bid form shall be completed in ink or be typed.

5.7 A bid made by an individual shall be signed with the Bidder's full name and notarized.

5.8 A bid by a corporation shall be executed in the corporate name by the president, vice president, or other officer who presents competent evidence of authority to sign, and shall also have the corporate seal affixed and be attested to by the secretary of the corporation or a notary.

5.9 A bid by a partnership shall be executed in the partnership name and signed by a general partner whose title shall appear under the signature, and said signature notarized.

5.10 The name of every signer shall be typed or legibly printed below the signature.

5.11 The completed Bid form shall contain an acknowledgment of receipt of all Addenda, the number of which must be filled in on the Bid form.

5.12 The address and telephone number for notice to the Bidder/Contractor shall be completed on the Bid form.

5.13 An Arizona commercial contractor's license number and the corresponding license classification designation, by which the Bidder warrants that the Bidder is legally qualified to perform the work shall be submitted with the bid.

5.14 Arizona sales tax license number if any.

6. Calculation of Bid Price.

6.1 The bid shall be based upon the Scope of Work to be performed in strict conformity with the specifications and plans for said Scope of Work.

6.2 The successful bidder is responsible and liable for the payment of all applicable taxes.

7. Interpretations and Addenda. All questions about the meaning or intent of the Bid Documents, including requests for "or pre-approved equal" approvals are to be submitted as instructed in the Invitation for Bids. Interpretations or clarifications considered necessary by Pinal in response to such questions shall be issued by Addenda. Any Addenda shall be made available at the same location where the Invitation for Bids was issued. As a courtesy only, Pinal may mail, fax or deliver copies of such Addenda to parties recorded by Pinal as having requested and received the Invitation for Bids packet. Only factual questions answered by formal written Addenda shall be binding. Any non-factual interpretation of the Bid/Contract Documents shall be without legal effect. As stated in paragraph 3.3 herein above, it shall be the responsibility of the Bidder to ascertain the existence of Addenda and the content of each.

7.1 Pre-Approved Equal

The Contract, if awarded, shall be on the basis of materials and equipment described in the Drawings or specified in the Specifications unless Bidder requests consideration of a proposed material and/or equipment as a "pre-approved equal" as defined in Paragraph 7.2.B. The owner shall only consider application for acceptance as a "pre-approved equal" during the bidding phase. Such application must be received by the Owner at least fourteen (14) calendar days prior to the established bid date. The Bidder, at his own expense, shall complete the Pre-Approved Equal Application Form labeled as Attachment B at the end of this Section, and provide the additional information requested on the form. The completed form with required attachments shall be submitted to the Owner. It is the Bidder's responsibility to provide the necessary data to validate that the physical and operational performance and qualities of the proposed material and/or equipment is equivalent to the material and/or equipment named in the Bid Documents. If, in the opinion of the Owner, the proposed material and/or equipment is equivalent, a "pre-approved equal" status shall be granted by

Owner through a written Addendum to the Bid Documents at least five (5) calendar days prior to the established bid date.

If in the sole opinion of the Owner the pre-approved equal application is incomplete and lacks sufficient information to judge the quality and conformance of the proposed preapproved equal, the Bidder shall be notified in writing and the application shall be returned without further consideration

## 7.2 “Or-Equals”

7.2.A Whenever an item of material or equipment is specified or described in the Bid or Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. If the specification or description contains or is followed by the words “or-equal”, other items of material or equipment or other Suppliers may be accepted by the Owner under circumstances stated in Paragraph 7.2A.1 below. Requests for acceptance of “or-equal” items shall be received by the Owner after Notice to Proceed has been issued.

7.2.A.1 “Or Equal” Items: If in Owner’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work shall be required, it may be considered by Owner as an “or equal” item, in which case review and approval of the proposed item may, in Owner’s sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items. For the purposes of this Paragraph 7.2.A.1, a proposed item of material or equipment shall be considered functionally equal to an item so named if:

7.2.A.1.a in the exercise of reasonable judgment the Owner determines that:

7.2.A.1.a.1 it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

7.2.A.1.a.2 it shall reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

7.2.A.1.a.3 it has a proven record of performance and availability of responsive service; and

7.2.A.1.b Contractor certifies that, if approved and incorporated into the Work:

7.2.A.1.b.1 there shall be no increase in cost to the Owner or increase in Contract Times, and

7.2.A.1.b.2 it shall conform substantially to the detailed requirements of the item named in the Bid/Contract Documents.

7.2.B If the specification, description, list of acceptable equipment and/or Suppliers is not followed by the words “or-equal”, other equivalent equipment or Suppliers proposed by the Contractor shall be reviewed as a “pre-approved equal” by the Owner only prior to the Bid date. The Instructions to Bidders describes the time schedule, procedure, and other requirements for application for “pre-approved equal” acceptance. Proposed “pre-approved equal” and “or-equal” items must be determined by the Owner to be equivalent as prescribed in Paragraph 7.2.A.1.

## 8. Bid Security

- 8.1 Each Bid shall be accompanied by Bid Security as set forth in the Invitation for Bids. Bid Security is submitted as a guarantee that the bidder, if awarded the Contract, shall enter into a Contract to perform the Work in accordance with the plans and specifications and shall promptly provide contract security in the manner and form required in the Bid Documents. Failure to strictly comply with these provisions shall result in the bid security being retained by Pinal as liquidated damages. No bid shall be considered unless it is accompanied by the required Bid Security.
- 8.2 The Bid Security of the successful bidder shall be retained until such bidder has furnished the bonds required by A.R.S. § 34-222, as amended, insurance certificates, insurance policy endorsements of additional insured and any other documents required in the Bid/Contract Documents. If, within fifteen (15) calendar days from the issuance of the Notice of Award of the contract the successful Bidder fails to deliver all the required documents and fails to execute the instrument entitled “Contract,” the Bid Security of that Bidder shall be retained by Pinal as liquidated damages.
- 8.3 The Bid Security of unsuccessful Bidders whom Pinal believes to have a reasonable chance of receiving the award if the successful Bidder fails to provide the necessary documentation to Pinal and enter into a contract with Pinal, may be retained by Pinal until the earlier of the day after the signing of the Contract instrument by the Pinal County Board of Supervisors or the sixty-first day after the bid opening, whereupon the Bid Security shall be returned to such Bidders.

The Bid Security of the three lowest Bidders may be retained until the Notice of Award has been issued and a contract has been finalized.

- 8.4 As a courtesy, Bid Security may be returned to noncompetitive Bidders not sooner than seven days after the bid opening. Compliance with the provisions herewith shall be determined in all cases by the Director of the Finance / Procurement Department and said Director's determination shall be final.

9. Certification of Intentions Concerning Subcontracting.

9.1 Each Bidder shall fill out, sign, date and submit with its bid, the Certification of Intention Concerning Subcontracting form provided in the Invitation for bids packet. Bidder must list the name and address of each subcontractor, supplier, subsupplier and manufacturer who shall render work or services or provide material, equipment or tools to the Bidder/Contractor and the portion of work or services to be performed and materials, equipment or tools to be supplied on this Project. Failure to list subcontractors, suppliers, subsuppliers or manufacturers whose work, services, material, equipment or tools shall constitute a non-responsive bid and result in rejection or grounds for termination of and subsequent contract with Pinal.

9.2 No Bidder shall be required to employ any subcontractor, supplier, subsupplier or other person or organization against whom the Bidder has reasonable objection.

9.3 Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal, Contractor shall fulfill the requirements set forth in the General Provisions in the paragraph entitled "Liens."

9.4 At the time of bid submittal and at all times during the performance of this contract, bidder shall be appropriately licensed as a contractor for performing the Scope of Work. All proposed subcontractors shall be appropriately licensed for performing their share of the Scope of Work.

10. Noncollusion Affidavit. Each Bidder shall complete the Noncollusion Affidavit form provided in the Invitation for Bids packet. In front of a notary public, said form shall be executed by or on behalf of the person, firm association or corporation submitting the bid, certifying under penalty of perjury, that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken action in restraint of free competitive bidding in connection with the submitted bid. Failure on the part of any Bidder to observe these provisions shall result in disqualification.

11. DBE Participation. Each Bidder shall complete the Assurance of Disadvantaged Business Enterprise Participation provided in the Invitation for Bids packet. Each Disadvantaged Business Enterprise (DBE) firm being proposed to perform work on this project shall complete the Letter of Intent to Perform as a DBE Subcontractor/Supplier. Failure to submit these forms or submission of incomplete forms shall constitute a non-responsive bid.

12. Pre-Opening Modification or Withdrawal of Bids. A bidder may modify or withdraw its bid at any time prior to the closing date and time set for the receipt of bids. A bid may be withdrawn by presenting a written withdrawal clearly identifying the Bidder and the Project Number at the location designated for receipt of bids in the Invitation to Bid. No telephone, telegraphic or facsimile transmission of modification or withdrawal shall be accepted.

13. Late Bids, Late Modifications, Late Withdrawals. Late bids, modifications and withdrawals shall not be considered. A bid, modification or withdrawal is late if it is received at the location designated in the Invitation for Bids for receipt of bids after the closing date and time set for receipt of bids.
14. Mistakes in Bids After Bid Opening. After bid opening, the Director of the Purchasing Department may permit a bidder to withdraw a bid without penalty if:
  - 14.1 A mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident; or
  - 14.2 The bidder establishes by clear and convincing evidence that a mistake was made.
  - 14.3 Mistakes shall not be corrected after the closing date and time set for receipt of bids
15. Opening of Bids.
  - 15.1 Bids shall be opened, and unless obviously unresponsive, the Bidder's name and the corresponding bid amount shall be read aloud publicly. A synopsis of the bid results shall be made available within a reasonable time after the opening.
  - 15.2 Periods of time, stated as number of days, shall be calendar days, unless specifically stated otherwise.
16. Bids to Remain Subject to Acceptance. All bids shall remain irrevocable and subject to acceptance for sixty (60) calendar days after the date of the bid opening.
17. Award of Contract. The Contract shall be awarded and Notice of Award issued to the lowest responsible, responsive Bidder complying with these instructions as of the date and time set for opening of the bids, provided the bid is reasonable and acceptance is in the best interest of Pinal. The responsibility of Bidders and of their proposed subcontractors shall be considered in making the award. The award shall not be finalized into a contract until the successful Bidder has furnished the necessary surety bonds and insurance documents as required in the Bid/Contract Documents in the manner and form required in said documents. Failure to provide the necessary surety bonds and insurance documents in the required manner and form, permits Pinal to award the contract to the next lowest responsible, responsive Bidder, subject to the same requirements, but does not obligate Pinal to make such an award. Neither the issuance of the Notice of Award nor any submission by the bidder in response thereto obligates Pinal to enter into a contract for the work.
18. Reservation of Rights by Pinal. As set forth in the Invitation for Bids.

**Bid Proposal:**

**Pinal Airpark Runway 12-30 Rehabilitation and Repair  
Project # 61790016**

**To:** Pinal County Department of Public Works  
31 N. Pinal St., Building "F" South Entrance  
P. O. Box 727 Florence, AZ 85132

Bid of \_\_\_\_\_, hereafter "Bidder."

BIDDER AFFIRMS that notice pursuant to this bid may be delivered to:

Individual name: \_\_\_\_\_  
Company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

BIDDER AFFIRMS that it is:

\_\_\_\_\_ A corporation incorporated in the State of \_\_\_\_\_; or  
\_\_\_\_\_ A partnership consisting of \_\_\_\_\_; or  
\_\_\_\_\_ A sole proprietorship, doing business as \_\_\_\_\_

BIDDER AFFIRMS that it holds the following licenses:

Arizona Commercial Contractor's License Classification(s) \_\_\_\_\_  
Arizona Commercial Contractor's License No. \_\_\_\_\_  
Arizona Sales Tax License No. \_\_\_\_\_  
Other: (type of license) \_\_\_\_\_  
Federal Tax ID No. \_\_\_\_\_

BIDDER CERTIFIES that it has reviewed understands and does accept the obligations set forth in the Bid Documents, including the Addenda numbered \_\_\_\_ through \_\_\_\_.

BIDDER CERTIFIES that the Invitation for Bids packet for the Project, including, but not limited to, plans, construction specifications, addenda, forms of contract, bonds and sureties constituting essential parts of this Bid, has been carefully examined.

**BIDDER CERTIFIES that they have visited and made a detailed investigation of the Project Site(s) and surrounding area.**

BIDDER CERTIFIES that it is familiar with conditions under which the Work is to be performed, including delivery routes, and any other conditions and all other relevant matters that may affect cost, progress and performance of the Work, and the required time for performing the Work; is fully familiar with the plans and specifications for the Project and has a clear and

thorough understanding of the amount and nature of the Work and is basing this bid on its own observations.

BIDDER DECLARES that at no time shall misunderstanding of the plans, specifications, special provisions or conditions to be overcome, be pled.

BIDDER DECLARES any failure to fully investigate, inspect, take proper measurements and satisfy himself as to the Scope of Work for the Project shall NOT be grounds for additional compensation under this Contract.

BIDDER UNDERSTANDS that the quantities of work in the Bid Schedule and/or Plans are approximate only: are to be used for the comparison of bids; and are subject to increase or decrease.

BIDDER HEREBY PROPOSES to perform all quantities of Work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price(s) bid in the Bid Schedule(s). If there is a discrepancy between the aggregate sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, then the unit prices shall apply.

BIDDER SUBMITS in the attached Bid Schedule(s) its unit prices for which it proposes to perform each item of work. BIDDER ACKNOWLEDGES that it must extend the item amounts from the unit prices; and failure to do so may result in this Bid being rejected as irregular and non-responsive.

BIDDER UNDERSTANDS that no payment shall be made by Pinal County for unused materials, including, but not limited to Bidder's unused stockpiled materials.

BIDDER UNDERSTANDS and agrees that by entering into a contract with Pinal County it also agrees to enter into a contract with any municipality within Pinal County at the same bid prices and the same specifications as the contract with Pinal County. Bidder agrees to be bound by this provision during the time period the contract is in effect.

BIDDER UNDERSTANDS AND AGREES that this Bid includes all items on the Bid Schedule(s) and that the Bid Schedule(s) is/are part of the Bid form.

**With that knowledge and commitment and guaranteed by the required Bid Security, Bidder offers and agrees to:**

1. Hold open the bid for sixty (60) calendar days after the opening of bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security;
2. Within **Fifteen (15)** calendar days of a Notice of Award to the Bidder, to deliver to Pinal County a Labor and Material Bond, a Performance Bond, a Schedule of Performance, a Schedule of Values, and insurance certificates, all as required by the Bid/Contract Documents and to execute a contract for the Work; and

3. Upon acceptance of this offer by Pinal County, perform and complete the Scope of Work which includes the supply, delivery and application of material/construction performance, as described in the Invitation for Bids in a workmanlike manner and according to the required specifications and within the required time and furnish the necessary labor, tools, equipment, and services for such performance and completion, and to comply with all the terms, conditions and provisions of the Bid/Contract Documents.

**Base Bid (Schedule I) Price of:**

\_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ ) *Written Words*

Submitted by: \_\_\_\_\_  
Contractor (Name typed or printed)

Executed by: \_\_\_\_\_  
Signature of Officer, Partner or Proprietor

\_\_\_\_\_  
Title (typed or printed)

Dated: \_\_\_\_\_ Corporate Seal (If a corporation)  
**(To be signed in front of a notary and notary to complete and sign the appropriate acknowledgment.)**

**CONTRACTOR NAME:** \_\_\_\_\_

**PINAL AIRPARK RUNWAY 12-30 REHABILITATION & REPAIR (BASE BID) – SCHEDULE I**

LINE NO.	ITEM NO.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT
<b>CIVIL</b>						
1	P-100-3.1	Contractor's Quality Control	1	LS		
2	P-101-4.1	Mobilization	1	LS		
3	P-104-6.1	Saw Cut Existing AC Pavement (2.5-Inch Depth)	14,413	LF		
4	P-104-6.2	Saw Cut Existing AC Pavement (3-Inch Depth)	300	LF		
5	P-104-6.3	Removal of Existing AC Pavement (2.5-Inch Mill)	114,517	SY		
6	P-104-6.4	Removal of Transition AC Pavement (2.5-Inch to 3-Inch Variable Depth Mill)	668	SY		
7	P-152-4.1	Over-Excavation and Replacement of Unsuitable Materials, Backfill and Compaction (Contingent Item)	2,800	CY		
8	P-405-7.1	Asphalt Concrete Pavement Overlay	18,997	TON		
9	P-620-5.1	Airfield Pavement Markings (Yellow)	1,006	SF		
10	P-620-5.2	Airfield Pavement Markings (White)	67,822	SF		
11	SP 34-1	Underground Utility Allowance	1	ALLO W		
12	SP 48-1	Airfield Safety and Security	1	LS		
13	SP 49-1	SWPPP/Erosion Control	1	LS		
14	SP 51-1	Crack Repair per DET B SHT G1.5 (Contingent Item)	33,000	LF		
15	SP 52-1	Bituminous Tack Coat	48	TON		
16	SP 53-1	Runway End Survey Monument	2	EA		
17	<b>TOTAL AMOUNT OF (BASE BID), SCHEDULE I, ITEMS 1 THRU 16 INCLUSIVE</b>				<b>\$</b>	
_____ <b>100 Dollars</b> Written Words						

**NOTE TO BIDDERS:** All unit prices and bid totals of extended prices include all applicable taxes, delivery, and freight charges. Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces shall be considered "non-responsive." Quantities appearing in the Bid Documents are approximate only and are not to be used for the comparison of bids. Payment to Contractor shall be made only for the actual quantities of work performed and accepted and/or for materials furnished in accordance with the contract at the unit prices in the bid. Contractor shall verify actual quantities prior to construction and notify the Engineer of any deviation, either exceeding or under the Bid Price/Contract Price. No additional payment shall be paid to Contractor for additional quantities without a prior written change order approved by Pinal. Any additional payment paid to Contractor for additional quantities shall be based on the applicable unit price in the Bid. No payment shall be made for unused materials.





## **GENERAL PROVISIONS:**

### **Pinal Airpark Runway 12-30 Rehabilitation and Repair Project #61790016**

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
  - 1.1 Design Consultant: Dibble Engineering
  - 1.2 Bid Documents: The whole of the Invitation for Bids packet, which consists of all the documents listed in the index of said bid packet and all Addenda thereto.
  - 1.3 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents.
  - 1.4 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for the Bid Price quoted.
  - 1.5 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder shall enter into the Contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into the Contract or provide contract security.
  - 1.6 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation for Bids by submitting a signed Bid.
  - 1.7 Board: Pinal County Board of Supervisors.
  - 1.8 Calendar Days: A period of time meaning consecutive calendar days including Saturdays, Sundays and holidays.
  - 1.9 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors or the County Manager. Approval by the Board of Supervisors or County Manager shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract.
  - 1.10 Contract Administrator: The Pinal County Department of Finance/Procurement Department, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.

- 1.11 Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment Bond): The approved forms of security, furnished by the successful bidder/contractor and the Contractor's surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.
- 1.12 Contract/Contract Documents: The written instrument between Pinal and the Contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal County has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
- 1.13 Contract Time: The number of calendar days allowed for completion of the Contract, including authorized time extensions. If a specified completion date is shown in lieu of the number of working or calendar days, the contract time expires on that date and the Contract shall be completed on or before that date or the date of any authorized extension.
- 1.14 Contractor: A bidder in whose favor the Pinal County Board of Supervisors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with Pinal.
- 1.15 County: Pinal County, a political subdivision of the State of Arizona.
- 1.16 County Engineer or Engineer: The Pinal County Engineer acting by and under the authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal County Board of Supervisors.
- 1.17 Days: Calendar days (see above).
- 1.18 Department: The Pinal County Department of Finance/Procurement.
- 1.19 Project Manager: The Pinal County Department of Public Works designated Project Manager in official capacity as said Project Manager.
- 1.20 Equipment: All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.21 Holidays: The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, § 1-301.

- 1.22 Laboratory: A testing laboratory that has been approved by the Engineer to perform testing and that has been determined by the Engineer to be free from any conflict of interest.
- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee to laborers and material suppliers.
- 1.24 Materials: Any substances specified for use in the construction of the Project.
- 1.25 Material Supplier: One who fabricates, or processes an item off the Project Site, and who may or may not deliver this to the Project Site. For purposes of this definition, a supplier shall not include one who establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who work on the Project Site that is incorporated into the Project.
- 1.26 Notice of Award: Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Board of Supervisors.
- 1.27 Notice to Proceed: A written notice from Pinal to Contractor informing Contractor of the start date for the Scope of Work, and in some instances the start dates for phases of the Scope of Work.
- 1.28 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety or sureties to protect Pinal by conditioning release of the bond sum upon Contractor's full and complete performance of the Contract and all supplemental agreements thereto.
- 1.29 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.30 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.31 Project Plans: Specific details and dimensions peculiar to the Work which are supplemented by the Standard Drawings insofar as they may apply.
- 1.32 Purchase Order: A document which specifies, identifies and/or describes an item, services or supply, delivery and/or transportation purchased by the County and includes a written note from Pinal to any contractor or vendor of the start date and the Scope of Work.

- 1.33 Quality Assurance Inspector/QA Inspectors: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.34 Repetition of Expressions: In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgment or other similar action is indicated, such order, instruction, decision, exercise of judgment or other similar shall be issued, given, made by or reserved to the County Engineer or the County Engineer's designee.
- 1.35 Schedule of Performance: A timetable prepared by a bidder given a Notice of Award, to commence running upon Pinal's issuance of a Notice to Proceed, defining the Bidder's projection of significant milestones in the course of the performance of the Contract, as well as the number of days elapsed from the issuance of the Notice to Proceed to each such milestone.
- 1.36 Schedule of Values: Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under this contract on the progress payments. As such, they should include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit, equipment costs or rental, transportation, taxes, etc. The Schedule of Values as set forth in Exhibit A attached hereto and incorporated herein shall be to the Engineer by the successful bidder within 15 days of signing of contract.
- 1.37 Special Detour: A detour, which requires the construction of a paved surface and generally does not include any portion of a route utilizing an existing roadway.
- 1.38 Shop Drawings: Drawings submitted by the Contractor for use drawing details to be used where appropriate including supplemental design sheets.
- 1.39 Specifications: The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
- 1.40 Subcontractor: An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, performing any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
- 1.41 Superintendent: Contractor's authorized representative in responsible charge of the work.
- 1.42 Surety: The corporate body bound with and for Contractor, for the full and complete performance of the Contract and for payment of all debts pertaining to the Work.

1.43 Working Day: A calendar day, exclusive of Saturdays, Sundays and County-recognized holidays, on which weather and other conditions not under the control of shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.

1.44 Working and Supplemental Drawings: Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to the Engineer.

2. No Waiver of Legal Rights. Partial or final acceptance of the Work under this Contract shall not preclude or prohibit Pinal from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall Pinal be precluded or prohibited from recovering from Contractor or its surety, or both, such overpayment as it may sustain, or by failure on the part of Contractor to fulfill its obligations under the Contract. A waiver on the part of Pinal of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.
3. Latent Defects, Fraud, Gross Mistakes. Contractor, without prejudice to the terms of the Contract, shall be liable to Pinal for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards to Pinal's rights under any warranty or guarantee.
4. Change Orders. Pinal may, at any time, by written order and without notice to sureties make or direct changes (revisions, additions or deletions) within the general scope of the Contract in the Work to be performed. Written change orders from Contractor must be submitted with written justification and estimates to Pinal County Department of Public Works. Written change orders require formal approval by the Pinal County Board of Supervisors prior to any change in Work under the Contract.

The Bidder/Contractor is made aware that the construction phasing and phase durations shown in the project plans reflect construction availability and constraints based on the most current information available from users and tenants at Pinal Airpark as of the date of this Invitation for Bids. The construction phasing and the temporary re-opening of Runway 12-30 may be modified throughout the construction duration at the request of the users and tenants of Pinal Airpark through Pinal County staff, in which case such requests will be evaluated and negotiated as a change order with the Contractor. The Bidder/Contractor is made aware that Contractor change orders resulting from such requests from users and tenants of Pinal Airpark will be borne entirely by the entity (tenant, user, etc.) making the request, and will be paid to and through Pinal County as the contracting agency.

5. Delays and Extensions. Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any, may be covered by an extension of time for such reasonable period as may be mutually agreed upon between the parties hereto. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date shall not be construed as a waiver by Pinal of any of its rights herein.
6. Disputes. For resolving questions of fact not disposed of by agreements between the parties

to this Contract, the final determination shall be made by Pinal.

7. Contract Bonds. Contractor shall execute a Labor and Material Payment Bond, if subcontractors are to provide labor and materials, and shall execute a Performance Bond, each in an amount at least equal to 100 percent (100%) of the full Contract Price. Such bonds shall be issued by a surety company or surety companies, acceptable to Pinal and duly authorized to do business in the State of Arizona, and shall be payable to Pinal County. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of his Power of Attorney. Only those forms of Performance and Payment Bonds that conform to Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes can be used. Bonds from individual sureties are not acceptable. The bonds shall serve as security for the faithful performance of the Contract, including maintenance provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the bonds shall be paid by Contractor. If, at any time, Pinal shall become dissatisfied with any surety or sureties then upon the bonds, or if for any other reason such bonds shall cease to be adequate security for Pinal, Contractor shall, within five (5) calendar days after notice from the Engineer so to do, substitute acceptable bonds in such form and sum and signed by such other sureties as may be satisfactory to Pinal. The premiums on such bonds shall be paid by Contractor. Pinal may withhold the premiums due on such bonds from compensation due Contractor.
8. Independent Contractor. All Work performed under this Contract is being performed by Contractor as an independent contractor and not as an employee or agent of Pinal. This Contract is not intended to constitute, create, give to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Pinal and Contractor, Contractor's employees, subcontractors, subcontractors' employees or any person supplied by Contractor in the performance of Contractor's obligations under this Contract and does not entitle said persons to rights or benefits from Pinal normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Contractor and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Pinal with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.
9. Insurance. Without limiting any of Contractor's obligations or liabilities, Contractor, at Contractor's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of Arizona and satisfactory to Pinal and with policies and forms satisfactory to Pinal.
  - 9.1 Workers' Compensation Insurance, or participation in the State of Arizona State Compensation Fund to cover obligations imposed by federal and state statutes having

9.2 jurisdiction over Contractor's employees engaged in the performance of the Work under this Contract; and Employer's Liability insurance of not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) disease policy limit.

9.3 Commercial General Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) for each occurrence with a Two Million Dollars (\$2,000,000.00) Products and Completed Operations Aggregate and with a Two Million Dollars (\$2,000,000.00) General Aggregate Limit. The policy shall include coverage for bodily injury, death, broad form property damage, personal injury, products/completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground).

Such policy shall contain a severability of interests provision; and shall not contain a sunset provision or commutation clause, nor any provision which would serve to eliminate or limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185 and shall include coverage for Contractor's operations and products and completed operations.

9.4 Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars (\$1,000,000.00), each occurrence with respect to Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work.

9.5 Umbrella/Excess Liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence combined limit Bodily Injury and Property Damage, that follows form" and applies in excess of the Commercial General Liability. Commercial/Business Automobile Liability and Employer's Liability, as required above.

9.6 Additional Insured. The insurance coverage, except Workers' Compensation, required by this contract, shall name Pinal County, its agents, representatives, directors, officials, employees and officers as Additional Insureds and shall specify that said insurance shall be primary insurance and that any insurance coverage carried by Pinal, its agents, representatives, directors, officials, employees and officers shall be excess coverage, and not contributory coverage to that provided by the Contractor.

9.7 Claims Made. In the event any insurance policy required by the Contract is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractors work or services and be evidenced by annual Certificates of Insurance.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted.

Material Breach. Failure on the part of Contractor to produce or maintain required insurance in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted shall constitute a material breach of Contract upon which Pinal may immediately terminate the Contract or, at its discretion, purchase or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Pinal shall be repaid by Contractor to Pinal upon demand, or Pinal may offset the cost of the premiums against any monies due to Contractor from Pinal.

Primary Coverage. Contractor's insurance shall be primary insurance as respects Pinal and any insurance or self insurance maintained by Pinal shall be in excess of Contractor's insurance and shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect Pinal.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against Pinal, its agents, representatives, directors, officers, and employees for any claims arising out of the Work of Contractor.

Deductible/Retention. If policies provide coverage which contain deductibles or self-insured retentions, such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Pinal under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and Pinal, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of Five Thousand Dollars (\$5,000.00) per occurrence shall not be acceptable without prior approval of Pinal.

Certificates of Insurance. Prior to commencing the Work under this Contract, Contractor shall furnish Pinal with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Pinal County Department of Finance/Procurement  
Attn: Public Works Contracts Supervisor/Buyer  
P. O. Box 1348, Florence, AZ 85132

Copies of Policies. Pinal reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. Pinal shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, Pinal's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

10. Subcontractor's Insurance. In addition to insurance coverage required by Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its subcontractors on behalf of Pinal and subcontractors shall comply with the paragraph entitled "Insurance" above.
11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify, defend, save and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by or contributed to, in whole or in part, by any omission, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractors may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.
12. Survivability. Every provision of paragraph 9, (Insurance), paragraph 10 (Indemnification) and paragraph 11 (Survivability) of these General Provisions shall survive the termination, cancellation, suspension, or completion of this contract.
13. Contractor's Responsibility. To the fullest extent permitted by law, Contractor shall be responsible for its own negligent acts, omissions and mistakes, and that of its employees, agents and subcontractors.
14. Requiring Removal of Unqualified Personnel. If Contractor personnel are deemed to be incompetent, careless, or otherwise objectionable, the contracting officer may require the removal of such personnel from the project.
15. Non-liability of Public Officials and Pinal Representatives. Neither the Pinal County Board

of Supervisors, officials, agents or employees of Pinal County shall be charged personally by Contractor with any liability or held liable by Contractor under any term or provision of this Contract, in carrying out any of the provisions of the specifications or in exercising any power or authority granted to them by or within the scope of the Contract, or because of the Contractor's execution or attempted execution or because of any breach. It is understood and agreed that in all such matters the Pinal County Board of Supervisors, officials, agents and employees act solely as agents and representatives of Pinal.

16. Notice of Claim. Contractor shall notify Pinal of any claim filed against Contractor or Contractor's insurance company arising from services performed under the Contract within thirty (30) days of such filing.
17. Final Payment Acceptance. The acceptance by Contractor, its successors or assigns of any payment made as final payment under the Contract or of any final payment due on termination of the Contract, shall constitute a full and complete release of Pinal from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against Pinal under the provisions of the Contract.
18. Assignment and Subcontracting. Contractor shall not assign or subcontract the whole or any part of the Contract without prior written consent of Pinal. No such authorization shall be construed to relieve Contractor of Contractor's primary responsibility for completion of the Contract or the Contract itself. Contractor shall be directly responsible for the quality and performance of any work subcontracted, and if any subcontractor shall fail to perform the work undertaken by him in a manner satisfactory to the Engineer, Contractor shall immediately cause replacement of or repairs or alterations to the work in a manner satisfactory to the Engineer. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and Pinal.
19. Retention of and Access to Records. Contractor and any subcontractor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data and all other material relating to the Project, and shall make all such materials available at any reasonable time during the term of work on the Project and for five (5) years from the date of final payment to Contractor for auditing, inspection and copying upon Pinal's request. Contractor shall insert in each of its subcontracts the above requirement and also a clause requiring its subcontractors to include the above requirement in any lower-tier subcontracts or purchase orders.
20. Employment of Personnel of Public Agencies. Contractor shall not engage the services of any person or persons then in the employ of Pinal for the Work covered by the terms of the Contract without the written consent of Pinal.
21. General Compliance with Laws. Contractor, its employees, agents, subcontractors, subcontractor's employees and agents, and anyone acting on Contractor's behalf shall comply with all applicable federal, state and local laws, regulations, rules and ordinances, including but not limited to speed limits, weight/load restriction and environmental laws and regulations.

22. Permits, Licenses, Fees. Contractor shall procure all permits and licenses, pay ALL applicable charges, fees, taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
23. Sales and Use Taxes. In accordance with State of Arizona, Department of Revenue regulations, all sales and use taxes due the State on materials, labor or services and equipment used in this Project, shall be paid by Contractor. Before final payment on the Contract is made by Pinal, Contractor shall furnish Pinal with a certificate duly acknowledged stating all such sales and use taxes have been paid to the State of Arizona. In the event that services or materials of a subcontractor are used, Contractor agrees to make the same requirements contained above of the subcontractor in favor of Pinal. Any and all refunds claimed and received by Pinal shall be the property of Pinal and shall not affect any bid price or Contract price under this Contract.
24. Termination of Contract for Default. Pinal may terminate the contract if the Contractor:
- 24.1 Fails to begin the Work under this Contract within the time specified;
  - 24.2 Refuses or fails to perform the Work, or any separable part, with such diligence as shall ensure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;
  - 24.3 Fails to supply sufficient skilled workmen or suitable equipment or materials according to required specifications and/or provides defective material;
  - 24.4 Fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;
  - 24.5 Fails to perform the Work in a satisfactory manner, or neglects or refuses to remove materials or to perform anew such Work as may be rejected as defective, unsuitable and unacceptable;
  - 24.6 Fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction or specified by the Contract Documents;
  - 24.7 Fails to follow any reasonable instruction by Pinal;
  - 24.8 Performs work which deviates from the Contract Documents;
  - 24.9 Discontinues the prosecution of the Work;
  - 24.10 Fails to resume the Work which has been discontinued within a reasonable time after notice to do so;
  - 24.11 Allows any final judgment to stand against him unsatisfied for a period of ten days;

- 24.12 Commits any act of bankruptcy or insolvency;
- 24.13 Makes an assignment for the benefit of creditors;
- 24.14 Otherwise violates in any material way any provision or requirement of the Contract Documents; or
- 24.15 For any other cause whatsoever, fails to carry on the Work in an acceptable manner. Pinal shall give notice in writing to Contractor and its surety of such failure, delay, neglect, refusal or default, specifying the same. If Contractor, or Contractor's surety, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then Pinal upon the failure of Contractor to comply with such notice, shall have full power and authority, without violating the contract, to terminate this Contract. Pinal, at its option, may call upon the surety to complete the Work in accordance with the terms of this Contract or Pinal may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable to Pinal and may complete the Work with its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as in the opinion of Pinal shall be required for the completion of the Work in an acceptable manner. All costs and charges incurred by Pinal, together with the cost of completing the Work, shall be deducted from any monies due or which may become due to Contractor on this Contract. If such expense exceeds the sum which would have been payable under this Contract, Contractor and Contractor's surety shall be liable and shall pay to Pinal the amount of such excess.
25. Termination, Postponement or Abandonment. The right is reserved by Pinal to terminate, indefinitely postpone, or abandon this Work, in whole or in part, when, for any, reason, Pinal determines such action is in the best interests of Pinal. This Contract may be terminated by giving written notice to Contractor at least twenty-four (24) hours prior to the termination, postponement or abandonment, and Pinal shall be liable to Contractor only for work performed up to the effective date of termination, postponement or abandonment. In no event shall payment for such costs exceed the current contract price. Acceptable materials, obtained by Contractor for the work but which have not been incorporated therein, may, at the option of Pinal, be purchased from Contractor at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed. Contractor agrees to make his cost records available to Pinal to the extent necessary to determine the validity and amount of any claim made against Pinal under this Contract. Termination of a Contract or portion thereof shall not relieve Contractor of his contractual responsibilities for the work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the work performed.
26. Improper Exercise of Authority. It is further understood and agreed that Contractor shall not in any way exercise any portion of the authority or sovereign powers of Pinal and shall not make a contract or commitment, or in any way represent itself as an agent of Pinal.
27. Subcontracts. Subcontracts entered into by Contractor to accomplish the Work shall incorporate, by reference, in each subcontract the provisions of the Contract Documents.

Subcontracts shall be in writing and shall contain a provision whereby a person so employed or with whom a subcontract has been entered, acknowledges that Pinal shall not be liable for any costs, claims, damages, reimbursement or payment of any kind relating to such subcontract. Contractor shall bear full responsibility for acceptable performance under each subcontract.

28. Changes in Subcontractors or Material Supplier: In the event there is a need to change, add or delete a Subcontractor or Material Supplier, the Engineer shall be notified in writing no less than 7 days prior to the commencement of work by the proposed subcontractor or delivery of supplies by the proposed material supplier.
29. Liens. Prior to payment to Contractor of final retention of compensation and release of and Material Bond (Payment Bond) by Pinal, Contractor shall provide to Pinal a notarized receipt/release for satisfaction of payment and waiver of lien on this Project from each subcontractor, supplier and subsupplier performing services, labor and/or providing materials and/or supplies for this Project and any and all persons holding claims against the Work for this Project. If Contractor is the sole supplier and/or contractor under these Contract Documents, Contractor shall, prior to payment by Pinal, provide a written, notarized statement to Pinal stating Contractor is the sole supplier and/or sole contractor and there are no subsuppliers and/or subcontractors who are entitled to a lien under this Contract.
30. Notices. Any notice or demand under this Contract from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. Mail box, in a postage prepaid envelope addressed to the other party to the address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and changed address.

Pinal: Pinal County Department of Finance/Procurement  
Attn: Public Works Contracts Supervisor/Buyer  
P. O. Box 1348, Florence, AZ 85132  
with copies to Pinal County Manager  
P.O. Box 827, Florence, AZ 85132

Contractor: To the address shown on the Bid form

31. Nondiscrimination, etc. In connection with the performance of the Work, Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative actions, and further agrees to insert an identical provision requiring said compliance in all subcontracts hereunder.
32. Environmental Protection. Contractor shall comply with all applicable federal, state and local statutes, rules, regulations, orders and requirements relating to environmental protection including but not limited to those relating to or adopted under: the Clean Air Act (42 U.S.C 7401 et seq. as amended), the Clean Water Act (33 U.S.C. 1251 et seq. as amended), the Resource Conservation and Recovery Act (42 USC 6901 et seq. as amended), and the Comprehensive Environmental Response Compensation and Recovery Act (42 U.S.C. 6901

et seq. as amended), and the Comprehensive Environmental Response Compensation and Recovery Act (42 U.S.C 9601 et seq. as amended). Specifically for contracts exceeding \$100,000 Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C 1344) and US Environmental Protection Agency (40 CFR Part 15)

which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the US EPA Assistant Administrator for Enforcement (EN-329).

33. Energy Conservation. Contractor shall comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
34. Antitrust Violations. Contractor and Pinal recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by purchaser or ultimate user, in this case, Pinal. Therefore, Contractor, acting as a vendor, hereby assigns to Pinal any and all claims for such overcharges.
35. Organizational Conflicts of Interest. No contract for the construction of a project shall be awarded to the firm that designed the Project or its subsidiaries, affiliates, the parent company or subcontractors or to a management and/or general consultant or any of its subsidiaries, affiliates, the parent company or subcontractors that were involved in any aspect of the design process, except with the approval of Pinal.
36. Antilobbying.
  - 36.1 Contractor shall comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. All disclosure statements shall be furnished to Pinal.
  - 36.2 Contractor shall require all lower-tier subcontractors who have agreements exceeding \$100,000 to complete the Certification of Federal Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the Prime contractors Agreement with Pinal. Lower-tier certifications are to be maintained by Contractor.
37. Drug-Free Workplace. Contractor shall comply with the Drug Free Workplace Act of 1988

and implement regulations and furnish the requisite "Certification regarding Drug Free Workplace Requirements" to Pinal and insert this provision in all subcontracts.

38. Suspension and/or Debarment. Contractor shall acknowledge, sign and notarize the Affidavit of Suspension and/or debarment as addressed in the ASD section of this Invitation for Bids, affirming no suspension or disbarment has occurred during the preceding three (3) years.
39. Issuing an Unsatisfactory Performance Appraisal. Pinal County may perform periodic performance appraisals throughout the life of the contract. Contractor shall receive written notice of any deficiencies. If the contractor fails or continues to fail, to correct noted deficiencies in performances, Contractor shall be cited as unsatisfactory at the conclusion of the project.
40. Immigration Law Compliance. Pursuant to the provisions of A.R.S § 41-4401, the Contractor and each of its subcontractors warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and the requirement to use E-Verification set forth in A.R.S.§23-214(A) (hereinafter "Contractor Immigration Certification"). Contractors shall obtain statements from its employees and subcontractors certifying compliance and shall furnish the statements to the Procurement Officer. Pinal may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Certification. The Contractor agrees to assist Pinal in performing any such random verifications.

These certifications shall remain in effect through the term of the Contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [USACIS.GOV](http://USACIS.GOV).

Pinal may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should either party suspect or find that the other party or any of its subcontractors are not in compliance, either party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the other party. All costs necessary to verify compliance are the responsibility of the party under question.

The provision of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

A breach of the Contract Immigration Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.



**CERTIFICATION OF  
INTENTIONS CONCERNING SUBCONTRACTING**

**Pinal Airpark Runway 12-30 Rehabilitation and Repair  
Project #61790016**

At the time of the submission of Bids on this Project, my intention concerning subcontracting a portion of the Work is as indicated below.

It **IS NOT** my intention to subcontract a portion of the Work.

It **IS** my intention to subcontract a portion of the Work.

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Name of Firm

Name of Firm

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

In compliance with the Instruction to Bidders, Bidder hereby submits for approval the following names of subcontractors and/or suppliers, sub-suppliers and/or manufacturers who shall perform work or furnish material or equipment on the Project.

**Description of Work or  
Product and Percentage  
of Work**

**Subcontractor,  
(Sub)supplier or  
Manufacturer**

**Contractor's  
License No.**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_



**ASSURANCE OF DISADVANTAGED  
BUSINESS ENTERPRISE PARTICIPATION**

**Pinal Airpark Runway 12-30 Rehabilitation and Repair  
Project #61790016**

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with the Bidder's Bid.

NOTE: The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance. Also, in this document, the term 'DBE' means a certified Disadvantaged Business Enterprise (DBE).

BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26  
RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

\_\_\_\_\_ The bidder/offeror is committed to a minimum of 7.45% DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of 7.45%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and has attached documentation demonstrating good faith efforts.

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted, and that bidder, if the contract is awarded to bidder, will have a DBE participation (as noted above) of the amount of this bid. Bidder further gives assurance that bidder will submit the documentation required by said Regulations and the Contract Specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if the bidder is unable to meet the contract goals for DBE participation, of the steps bidder has taken to obtain DBE participation.

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (Type or Print)

\_\_\_\_\_  
Date

**LETTER OF INTENT TO PERFORM  
AS A DBE SUBCONTRACTOR/SUPPLIER**

**Pinal Airpark Runway 12-30 Rehabilitation and Repair  
Project #61790016**

(To be completed by each DBE firm proposed for the work – submit with Proposal)

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

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The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
(Signature) (Title) (Date)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**  
(Submit this page for each DBE proposed for the work)



**(Individual Acknowledgment)**

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**(Partnership/corporate Acknowledgment)**

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ who acknowledged himself/herself to be \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_ partnership/corporation and being duly authorized so to do, executed the foregoing instrument on behalf of said entity.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT**

**Pinal Airpark Runway 12-30 Rehabilitation and Repair  
Project #61790016**

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says:

1. Affiant is \_\_\_\_\_ of \_\_\_\_\_.
2. Neither Affiant or any construction firm or entity of which Affiant was either directly or indirectly affiliated as an officer, director or owner has been either suspended or debarred or otherwise had their privileges to conduct business revoked at the time of the signing and submittal of this bid or at any time during the 3 years preceding the signing of this affidavit.

It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to conduct work under any award made hereunder.

DATED \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

**(Individual Acknowledgement)**

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:\_\_\_\_\_

**(Partnership/corporate Acknowledgement)**

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_ who acknowledged himself/herself to be \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_ partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

# CONTRACTOR IMMIGRATION CERTIFICATION

## Pinal Airpark Runway 12-30 Rehabilitation and Repair Project #61790016

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal Immigration laws and regulations, and A.R.S. § 23-314 related to the immigration statutes of its employees.

By completing and signing this form the contractor shall certify that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

The Contractor hereby certifies that:

1. The Contractor and any subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A.
2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of this contract that is subject to penalties up to and including termination of the contract.
3. That the County retains the legal right to inspect the papers of the Contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

(Individual Acknowledgement)

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
My Commission expires

\_\_\_\_\_  
Notary Public

**(Partnership/corporate Acknowledgement)**

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by \_\_\_\_\_ who acknowledged himself/herself to be \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_ partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

CIC-1

(END OF SECTION)



# PRE-APPROVED EQUAL APPLICATION FORM

## Pinal Airpark Runway 12-30 Rehabilitation and Repair Project #61790016

The Bidder, \_\_\_\_\_, requests “pre-approved equal” status be granted to the following material and/or equipment:

This item(s) is proposed as an “equal” to the similar item specified (or named) as:

in Section \_\_\_\_\_, Page \_\_\_\_\_, Paragraph/Line \_\_\_\_\_, of the Specifications.

Attach the following documentation to verify compliance with the Bid Documents:

1. Complete product description consisting of detailed dimensioned shop drawings, photographs, performance and test data, model number(s), materials of construction finishes, options, etcetera.
2. A copy of the referenced specification section, and all other applicable specification sections, with each paragraph check marked to indicate material and/or equipment compliance. Check marks () shall denote full compliance with a paragraph as a whole. Deviations from the specifications shall be underlined and shall be listed and identified below.
3. A list of existing installations including the names and phone numbers of references at those installations.

The Bidder shall submit dimensioned drawings necessary to prove to the Owner that the proposed equipment shall fit the installation shown on the Drawings without any modification to the building or structure housing the equipment, piping system, and electrical/control system; without modification to or compromising the process the equipment is a part of; and without modification of other associated equipment and components.

If the Bidder knows that modifications are required to the building or structure housing the equipment, the process, or other associated equipment and components, the submittal must list all such modifications required, and the Bidder must submit a signed statement agreeing to pay for the design changes, engineering costs, and drawing changes, which shall be made by the Engineer.

The Bidder shall identify all deviations from the Bid Documents. If there are differences between proposed substitution and specified item, please list them below.

Specified Proposed Substitution

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## CONTRACT AGREEMENT

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between PINAL COUNTY, a political subdivision of the State of Arizona, hereinafter referred to as "Pinal" and \_\_\_\_\_ a(n) \_\_\_\_\_ corporation/partnership/sole proprietorship), hereinafter referred to as "Contractor."

WHEREAS, Pinal has the authority to enter into this Contract under A.R.S. § 11-251; and

WHEREAS, bids have been received by Pinal and the Contract has been awarded to the above-named Contractor, and said Contractor is willing and able to perform said construction in accordance with this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. Contract Documents. The following list of instruments, drawings and documents, which are attached hereto, are incorporated herein by reference, and taken together with this instruction, constitutes the Contract between the parties hereto. Any reference to "Contract" or "Contract Documents" means this instrument and the documents listed below:

- |   |  |
|---|--|
| a. Invitation for Bids  | j. Letter of Intent to Perform as a DBE Subcontractor/Supplier                               |
| b. Instructions to Bidders                                      | k. Noncollusion Affidavit  |
| c. Bid, including Bid Schedule(s)                               | l. Affidavit of Suspension and/or Debarment  |
| d. General Provisions   | m. Pre-Approved Equal Application Form   |
| e. Special Provisions and Specifications                        | n. Contract Agreement  |
| f. Technical Specifications                                     | o. All addenda issued prior to date for receipt of bids set forth in the Invitation for bids |
| g. Certification of Intentions Concerning Subcontracting        | p. Project Plans   |
| h. Contractor Immigration Certification                         |  |
| i. Assurance of Disadvantaged Business Enterprise Participation |  |

2. Scope of Work ("Work"). Contractor shall fully perform the Scope of Work as set forth in The Contract Documents.

3. Commencement and Completion Dates. All work shall be completed within **31 calendar days** from the Notice to Proceed (construction start) date. Pinal assumes no liability for work performed or costs incurred on the Project prior to the commencement date or subsequent to the contract completion date or the termination of this Contract. Extensions of time allowed for completing the Work on the Project may be granted under appropriate circumstances.

4. Compensation/Contract Price. Pinal agrees to pay Contractor for work actually performed by contractor based on the price set forth and Contractor agrees to accept such amounts for work actually performed for the lump sum amount \_\_\_\_\_ (\$ \_\_\_\_\_ )

5. Installment/Progress Payments. Pinal may pay Contractor in installments based upon periodic invoices and progress reports and a final invoice and report upon completion of Work submitted by Contractor. The invoices and progress reports shall show percentage of Work completed under this Contract. It is understood and agreed, however, that payment to Contractor of installment payments shall not be construed as a waiver by Pinal of any of its rights herein or of any claim Pinal may have against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by Engineer and approval or rejection by Pinal County Engineer within 30 days of receipt of invoice. Installment payments shall be made no later than fifteen (15) days after Pinal's approval.

6. Retention. Pinal shall retain ten percent (10%) of the compensation billed periodically by Contractor as shown on each periodic invoice and progress report. After the contract is fifty percent complete no more than (5%) of the amount of any subsequent progress payments made under the contract may be retained provided the contractor is making satisfactory progress on the project.

7. Final Payment. Final payment, including retentions, shall be made within thirty (30) days after receipt of final invoice from Contractor, conditioned upon the following:

7.1 Contractor's compliance with all the terms of the Contract;

7.2 Contractor having satisfactorily completed the Scope of Work described in the "Invitation For Bids" according to the standards, specifications and plans and within the time periods required under this Contract;

7.3 The Work, including materials, being approved by the County Engineer and accepted by Pinal, with such approval and acceptance by Pinal not being unreasonably withheld;

7.4 Contractor furnishing Pinal with notarized receipts and waivers of liens for all labor, materials and supplies from all subcontractors, material suppliers and any and all persons holding claims against the Work as set forth in the paragraph entitled "Liens" in the General Provisions of the Contract Documents.

8. No Third Party Benefit. Nothing in this Contract shall be construed to give any person other than Pinal and Contractor any legal or equitable right, remedy or claim under this Contract. This contract shall be held to be for the sole and exclusive benefit of Pinal and Contractor.

9. Headings. The headings for the paragraphs of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Contract.

10. Governing Law. The validity, interpretation, performance and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

11. Venue. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Contract shall be commenced and remain in the Superior Court of the State of Arizona in and for CT-2 the County of Pinal, Florence, Arizona, but only after exhausting all possible administrative remedies. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

12. Severability. The parts, terms and provisions of this Contract, consisting of the Contract Documents as defined under the definitions of General Provisions and Specifications, shall be deemed severable and should any part, term or provision of this Contract be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall not be deemed a part of this Contract, notwithstanding any other provision of this Contract to the contrary.

13. Successors and Assigns. The Contractor and all successors, executors, administrators and assigns of Contractor's interest in the Work or the compensation herein provided shall be bound to Pinal to the full legal extent to which Contractor is bound with respect to each of the covenants of this Contract.

14. Authorization. Signor executing this Contract on behalf of Contractor represents and warrants that said signor is duly authorized to execute and deliver this Contract on behalf of Contractor and this Contract is binding upon said Contractor.

15. Entire Contract. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written, except as herein contained and no statement, promise or inducement made by either party or the agent of either party that is not contained in this written Contract shall be valid or binding. All the amendments and modifications to this Contract shall be in writing signed by both parties to this Contract.

16. Cancellation of Contract. This Contract is subject to cancellation by Pinal without further penalty or further obligation as provided by A.R.S. § 38-511.

17. Contractor's Execution. Execution of the Contract by Contractor is a representation that the Contract Documents enable Contractor to: (a) determine the cost of the Work; (b) perform the Work outlined therein; and (c) to fulfill all its obligations hereunder.

18. Effective Date. This Contract shall become effective and binding upon (a) the submission by Contractor and acceptance by Pinal of the necessary Contract Bonds; (b) the submission by Contractor and acceptance by Pinal of the Certificates of Insurance; submission of the name of Contractor's representative to be contacted in order to report claims for property/vehicle damage and (c) upon the execution of this instrument by both parties hereto.

By \_\_\_\_\_

\_\_\_\_\_  
Title

(partnership/corporate acknowledgment)

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me, a notary public, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_ Corporation, who being authorized to do so, executed the foregoing instrument on behalf of the corporation/partnership for the purposes stated therein.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(individual acknowledgment)

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF )

The above instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

PINAL COUNTY, a political subdivision of the State of Arizona

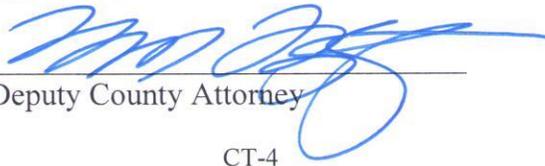
By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

CT-4

(END OF SECTION)

